

8th
IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
FOR THE 20TH JUDICIAL DISTRICT AT NASHVILLE

FILED
JUL 18 PM 1:25
RICHARD R. ROCKER, CLERK

STATE OF TENNESSEE, ex rel. HERBERT
H. SLATTERY III, Attorney General and
Reporter,

Plaintiff,

v.

OPERATION TROOP AID, INC. and
MARK WOODS, individually and as principal
of Operation Troop Aid,

Defendants.

Estone D.C.
No. _____

AGREED FINAL JUDGMENT

1. Plaintiff, the State of Tennessee, in conjunction with the Multistate Group,¹ by and through their respective Attorneys General, and the defendants, Operation Troop Aid, Inc. (OTA), a Tennessee nonprofit corporation, and Mark Woods as the founder, president, and chief executive officer of OTA, consent, subject to this Court's approval, to the entry of this Agreed Final Judgment and its provisions.

2. Defendants enter into this Judgment to avoid the time and expenses associated with litigation. This is a final Judgment for which execution may issue.

¹ Multistate Group members are the Attorneys General of the following states: California, Delaware, Georgia, Idaho, Illinois, Kansas, Louisiana, Maryland, Nevada, New York, North Carolina, Pennsylvania, Tennessee, Virginia, and Washington. Hawaii is represented on this matter by its Office of Consumer Protection, an agency which is not part of the State Attorney General's Office, but which is statutorily authorized to undertake consumer protection functions, including legal representation of the State of Hawaii. For simplicity purposes, the entire group will be referred to as "Attorney General" or individually as "Attorney General" and the designations, as they pertain to Hawaii, refer to the Executive Director of the State of Hawaii's Office of Consumer Protection.

3. Defendants expressly waive the ten-day notice of the Attorney General's intention to file an action pursuant to Tenn. Code Ann. § 47-18-108(a)(2).

4. Defendants accept and expressly waive any defect in connection with service of process issued to Defendants by Plaintiff.

5. Defendants consent to the entry of this Judgment without further notice.

6. Aside from proceeding related to compliance with this Judgment, Defendants waive any right to add, alter, amend, appeal, petition for certiorari, or move to reargue or rehear connection with any proceeding related to this Judgment

7. In the event the Court shall not approve this Judgment, it shall be of no force and effect.

8. This Judgment shall bind Defendants and shall be binding on any and all future purchasers, merged parties, inheritors, or other successors in interest.

DEFINITIONS

9. As used in this Judgment, the following words or terms shall have the following meanings:

- a. "Nonprofit Corporation" means a "public benefit corporation" as defined in the Tennessee Nonprofit Corporation Act and as defined in section 501(c)(3) of the Internal Revenue Code.
- b. "Parties" means the plaintiff, through the Attorney General, including all states participating in the Multistate Group, and Defendants.
- c. "Defendants" means OTA and Mark Woods.
- d. "Multistate Group" means the group of sixteen (16) state Attorneys General jointly engaged in this investigation and Judgment. It is led by the states of Tennessee and New York, together with the Attorneys General of Nevada, North Carolina, Washington, California, Delaware, Georgia, Hawaii, Idaho, Illinois, Kansas, Louisiana, Maryland, Pennsylvania, and Virginia.

JURISDICTION AND VENUE

10. The parties admit that this Court has jurisdiction over the subject matter and Defendants for the purpose of entering into and enforcing this Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply for such further orders and directions as may be necessary or appropriate for the construction, modification, or execution of, or compliance with, this Judgment.

11. Pursuant to Tenn. Code Ann. § 47-18-108(a)(3), venue as to all matters between the Parties relating to this Judgment shall be in the Circuit Court of Davidson County, Tennessee.

FINDINGS

12. Defendants represent and warrant that the execution and delivery of this Judgment is a free and voluntary act, this Judgment is a result of good faith negotiations, and that Defendants agree the Judgment and its terms are fair and reasonable. Further, Defendants represent and warrant that no offers, agreements, or inducements of any nature whatsoever have been made to Defendants by Plaintiff, or any employee of the Attorney General or of any Attorney General of the Multistate Group, to procure this Judgment.

13. Defendants represent and warrant that Operation Troop Aid, Inc. and Mark Woods are the true legal names of the individuals and entities entering into this Judgment and that they are proper parties thereto.

14. Defendants represent that signatories to this Judgment have authority to act for and bind Defendants.

15. Defendants represent and warrant that they have reviewed and are in agreement with the findings of fact as stated herein.

16. Defendant OTC represents and warrants that it was incorporated in Tennessee and has been in business in state of Tennessee and in multiple other states by way of a charitable co-venture relationship(s).

17. Defendants represent and warrant that the financial forms along with any supplemental information provided to the Attorney General at any point continue to be true, accurate, and complete and that they did not withhold any information.

18. Defendants understand that Plaintiff expressly relies upon all of the representations and warranties set forth in this Judgment and that if any is false, misleading, deceptive, incomplete, or inaccurate in any way, the State may move to vacate or set aside this Judgment in whole or in part, and move to hold Defendants in contempt, and require that all payments described within this Judgment become immediately due and payable.

19. Defendants represent and warrant that they operated a Tennessee nonprofit corporation for the stated purpose of sending care packages to servicemembers of all branches of the military, primarily to servicemembers during deployment.

20. In the conduct of the operations of OTA, Defendants represent and acknowledge that from at least 2012 through December 31, 2017, they engaged in a co-venturing relationship with Harris Originals of NY, Inc., Harris Originals of TN, Inc., and other related corporate entities, collectively known and doing business as Harris Jewelry. Harris Jewelry operates a retail jewelry store chain that specifically markets and sells to servicemembers. There has never been a written agreement between Harris Jewelry and OTA governing this co-venture relationship.

21. In this co-venture between OTA and Harris Jewelry, Harris Jewelry created a program entitled "Operation Teddy Bear," in which its retail stores sold teddy bears of various sizes dressed in military uniforms. For each bear sold, depending on the size of the bear, a fixed

dollar amount was to be donated to OTA for the express purpose of sending care packages to servicemembers.

22. OTA acknowledges that it never undertook any oversight of Harris Jewelry's Operation Teddy Bear, which was consistently publicly advertised as a promotion to support OTA. OTA never requested an accounting of the numbers of bears sold, nor sought any information from Harris Jewelry as to the appropriateness of the per-bear dollar figure that was purportedly sent to OTA. Moreover, OTA never provided Harris Jewelry with any specific or documented information as to how the funds donated by Harris Jewelry were used or how many care packages were sent to servicemembers.

23. Defendants further represent and warrant that OTA failed to maintain any donated funds as restricted funds, even when designated for a particular purpose. Defendants also represent that funds were improperly expended on non-charitable purpose, and that OTA took actions and made expenditures without any discussion, approval, or oversight by OTA's board of directors.

24. Additionally, both in how it conducted the co-venture with Harris Jewelry, and for using donated funds for purposes other than those expressly represented as the charitable purpose of OTA, Defendants acknowledge that they engaged in unfair, false, misleading, or deceptive solicitation and business practices.

25. Based upon these undisputed findings of the plaintiff and the Multistate Group, OTA further warrants that it violated Tenn. Code Ann. § 48-101-519; expended funds raised for charitable purposes on non-charitable purposes in violation of Tenn. Code Ann. § 48-101-513; engaged in unfair, false, misleading or deceptive solicitation practices in violation of Tenn. Code Ann. § 48-101-513; and took action and made expenditures without the appropriate votes and approvals from the board of directors in violation of Title 48, Chapters 57 and 58.

26. Because Defendants operate a Tennessee nonprofit and this Judgment is therefore sought in the state of Tennessee, the statutory citations referenced herein are to Tennessee statutes. For the purposes of reaching a global resolution, Defendants acknowledge and warrant that the findings as stated herein are sufficient to establish violations of any corresponding statutes of each Multistate Group member's state.

PERMANENT INJUNCTION

27. OTA hereby agrees to dissolve its operations and corporate identity. Defendants further agree to comply with all rules and requirements set forth by the Tennessee Department of State for such a dissolution, and abide by all terms of the Assurance of Voluntary Compliance entered into with the Office of Tennessee Attorney General contemporaneously with this Judgment.

28. Mark Woods hereby agrees to refrain from certain involvement with nonprofit corporations, charitable organizations, or charitable trusts. Specifically, Mr. Woods agrees that he will not become an employee, officer, director, board member, trustee, or assume any fiduciary role with any nonprofit corporation, organization, or trust. Mr. Woods agrees that he will not solicit on behalf of any nonprofit corporation, organization, or trust. Mr. Woods may volunteer for a nonprofit corporation, organization, or trust in a non-fiduciary capacity, provided such volunteering does not involve the solicitation of charitable funds. Mark Woods and OTA further agree to refrain from violating any other state charitable solicitation statutes. This agreement does not bar Mr. Woods from participating as a member, organizer, or employee of a religious institution, so long as such position is in a non-fiduciary capacity.

PAYMENT OF CIVIL PENALTIES

29. The plaintiff has imposed a civil penalty of ten thousand dollars (\$10,000) against

Defendants, pursuant to Tenn. Code Ann. § 47-18-108(b)(3). Defendants acknowledge that they have received notice of the imposition of this civil penalty. Defendants agree that they will not contest this civil penalty.

30. In light of OTA's financial status, and in order to deter Mr. Woods from engaging in certain roles with nonprofit corporations, organizations, or trusts, the ten thousand dollars (\$10,000) civil penalty shall be held in abeyance unless and until OTA and/or Mr. Woods fails to fully comply with the injunctive or other terms described herein, and this obligation will be enforceable by Tennessee or any other member state of the Multistate Group.

EXECUTION UPON DEFAULT

31. For purposes of enforcing any monetary portion of this Judgment in the event of default, service shall be effective upon mailing a notice via certified mail return receipt requested to Defendants' mailing addresses of record set forth in the notice section below. If no response is received within 30 days, the Attorney General of any Multistate Group participant may obtain a default judgment or other adverse ruling.

32. In the event of default of any monetary provision of this Judgment or any substantive proceeding based upon the monetary amount, Defendants agree that all statements contained in this Judgment shall be deemed to be admitted for the limited purpose of establishing non-dischargeability of all sums paid.

33. Defendants agree that in any subsequent proceeding based upon the monetary amount set forth in this Judgment, Defendants shall not contest Plaintiff's or any Multistate Group member's right to obtain the full amount of the civil penalty, including statutory interest, attorney's fees and costs due and owing, shall reaffirm any such debt if necessary in order to completely fulfill Defendants' monetary obligations, and shall not object in any manner or form that is

contradictory to the terms of this Judgment or to any proof of claim filed by Plaintiff.

COMPLIANCE

34. Defendants agree to continue to aid Plaintiff and all members of the Multistate Group in their investigation into Harris Jewelry by providing any and all information requested by the plaintiff, and any other information pertaining to and/or relevant to their investigation.

35. Defendants agree that that this Judgment and the agreement for the voluntary dissolution of OTA are dependent on each other, such that any non-compliance with one will be deemed non-compliance with the other.

36. By agreeing to this Judgment, Defendants reaffirm and attest to the truthfulness, accuracy, and completeness of all of the information provided by Defendants to the Multistate Group prior to entry of this Judgment. The plaintiff's agreement to this Judgment and acceptance by the Multistate Group members is expressly premised upon the truthfulness, accuracy, and completeness of the information provided by Defendants to Multistate Group throughout the course of the investigation of this matter, which was relied upon by the Multistate Group in negotiating and agreeing to the terms and conditions of this Judgment.

37. The plaintiff has the right to conduct undercover investigations of Defendants for the purpose of confirming compliance with this Judgment and state law. The plaintiff's undercover investigators are not required to disclose that they are representatives of the State when making contact with Defendants. Further, the plaintiff may record (audio and/or video) any or all aspects of its interaction with Defendants without notice to Defendants.

GENERAL PROVISIONS

38. The acceptance of this Judgment by Plaintiff and members of the Multistate Group shall not be deemed approval by the plaintiff or members of the Multistate Group of any of Defendants' advertising or business practices. Further, neither Defendants nor anyone acting on

his/its behalf shall state or imply or cause to be stated or implied that the State, the Attorney General, the plaintiff, or any other governmental unit has approved, sanctioned or authorized any practice, act, advertisement or conduct of the Defendants.

39. Defendants understand that the execution of this Agreed Final Judgment, and the Assurance of Voluntary Compliance given to the Tennessee Secretary of State executed concurrently with this Judgment (and incorporated here by reference), are contingent with one another, and that the penalties assessed in each document considers those assessed in the other.

40. This Judgment may be enforced by Plaintiff and/or any member of the Multistate Group, Defendants, and this Court.

41. No waiver, modification, or amendment of the terms of this Judgment shall be valid or binding unless approved by this Court.

42. Any failure by any party to this Judgment shall not be deemed a waiver of any of the provisions of this Judgment, and such party, notwithstanding such failure, shall have the right to thereafter insist upon the specific performance of any and all of the provisions of this Judgment and the imposition of any applicable penalties, including, but not limited to, contempt, civil penalties and/or the payment of attorney's fees and other applicable laws.

43. If any clause, provision, or section of this Judgment shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Judgment, and this Judgment shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

44. Defendants will not participate, directly or indirectly, in any activity to form a separate entity or corporation for the purpose of engaging in acts or practices, in whole or in part,

in the State, that are prohibited in this Judgment, or for any other purpose which would otherwise circumvent any part of this Judgment or the spirit or purpose of this Judgment.

45. This Judgment may be executed in any number of counter parts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof, and all together which shall constitute one and the same document. One or more counterparts of this Judgment may be delivered by electronic transmission with the intent that it or shall constitute an original counterpart thereof.

46. Defendants agree that the facts as alleged in the complaint filed in this action shall be taken as true in any subsequent litigation filed by Plaintiff or any member of the Multistate Group to enforce its rights pursuant to this Judgment, including but not limited to, a non-dischargeability complaint in any bankruptcy proceeding.

47. Nothing in this Judgment shall be construed to affect, limit, or alter any private right of action that any consumer, person, entity, or any local, state, federal or other governmental entity that is not part of the Multistate Group, may hold against Defendants.

48. Defendants agree to provide books, records, and documents to the Multistate Group at any time upon request and to provide testimony and other information under oath relating to compliance with this Judgment and/or the Multistate Group's continued investigation into Harris Jewelry. Defendants shall make any requested information available, in writing, within one week of the request at the Office of the Attorney General in any member of the Multistate Group. This section shall in no way limit Plaintiff's or any other Multistate Group member's right to obtain documents, information, or testimony pursuant to any federal or state law, regulation, or rule.

49. All court costs associated with this action and any other incidental costs or expense incurred thereby shall be borne by Defendants. No costs shall be taxed to Plaintiff or any member

of the Multistate Group. Further, no discretionary costs shall be taxed to Plaintiff or any member of the Multistate Group.

NOTICES

50. Any notices required to be sent to Plaintiff or Defendants by this Judgment shall be sent by certified United States mail, certified mail return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

For the Tennessee Attorney General: Deputy Attorney General Consumer Protection & Advocate Division Tennessee Attorney General's Office P.O. Box 20207 Nashville, Tennessee 37202-0207 Telephone: (615) 741-1671 For the Multistate Group: Deanna R. Nelson Assistant Attorney General In Charge New York State Office of the Attorney General Watertown Regional Office Dulles State Office Building, 10 th Floor Watertown, New York 13601 Telephone: (315) 523-6080	For the Defendants: Alex Little, Esq. Bone McAllester Norton PLLC 511 Union Street, Suite 1600 Nashville, TN 37219 Telephone: (615) 238-6395
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51. For a period of five years after the Judgment is filed, Defendants shall be required to provide the Attorney General with any changes to the above contact information 10 days prior to any change becoming effective.

IT IS SO ORDERED.

7/18/18

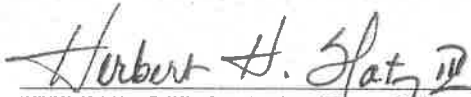
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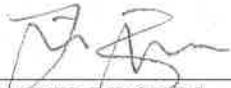
CIRCUIT JUDGE

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

FOR THE PLAINTIFF:



HERBERT H. SLATTERY III, B.P.R. No. 9077
Attorney General and Reporter



TRAVIS BROWN, B.P.R. No. 34164
Assistant Attorney General
Consumer Protection & Advocate Division
Public Protection Section
Tennessee Attorney General's Office
315 Deaderick Street, 20th Floor
Nashville, Tennessee 37243
Telephone: (615) 741-3533
travis.brown@ag.tn.gov

Attorneys for Plaintiff, State of Tennessee

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

FOR DEFENDANTS OPERATION TROOP AID, INC., AND MARK WOODS:

ALEX LITTLE, ESQ., B.P.R. No. 29858
Bone McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville, TN 37219
Telephone: (615) 238-6395
alittle@bonelaw.com

*Attorneys for Defendants Operation Troop Aid Inc.
and Mark Woods*

State v. Operation Troop Aid Inc. and Mark Woods

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

FOR THE PLAINTIFF:

HERBERT H. SLATERY III, B.P.R. No. 9077
Attorney General and Reporter

TRAVIS BROWN, B.P.R. No. 34164
Assistant Attorney General
Consumer Protection & Advocate Division
Public Protection Section
Tennessee Attorney General's Office
315 Deaderick Street, 20th Floor
Nashville, Tennessee 37243
Telephone: (615) 741-3533
travis.brown@ag.tn.gov

Attorneys for Plaintiff, State of Tennessee

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

FOR DEFENDANTS OPERATION TROOP AID, INC., AND MARK WOODS:

 *1/2 LL by permission*
ALEX LITTLE, ESQ., B.P.R. No. 29858
Bone McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville, TN 37219
Telephone: (615) 238-6395
alittle@bonelaw.com

*Attorneys for Defendants Operation Troop Aid Inc.
and Mark Woods*

State v. Operation Troop Aid Inc. and Mark Woods

DEFENDANT MARK WOODS' SIGNATURE AND ACKNOWLEDGMENT

I, Mark Woods, being first duly sworn on oath, depose and say that I have read and understand this Judgment and each of its terms. I consent to the entry of this Judgment. I agree to each and every term contained herein.


Mark Woods

SUBSCRIBED AND SWORN to before
me this 18th day of JULY, 2018.


Notary Public
My Commission Expires: 09/07/21



State v. Operation Troop Aid Inc. and Mark Woods

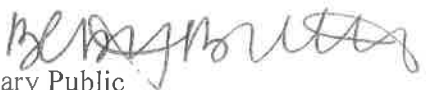
DEFENDANT OTA'S SIGNATURE AND ACKNOWLEDGMENT

Defendant Operation Troop Aid, Inc. has read and understands this Judgment and each of its terms. Defendant consents to the entry of this Judgment. Defendant agrees to each and every term contained herein.

I, Mark Woods, being first duly sworn on oath, depose and say that I am an officer of Operation Troop Aid and am fully authorized and empowered to sign this Judgment on behalf of Operation Troop Aid and bind the same to the terms hereof.


Mark Woods
President

SUBSCRIBED AND SWORN to before
me this 18th day of July, 2018.


Notary Public
My Commission Expires: 09/07/21



State v. Operation Troop Aid Inc. and Mark Woods